

CBD/Fedbizopps synopsis

Synopsis and Solicitation N62766-02-Q-9900. Due 1/25/02. One hundred percent (100%) Small Business Set-Aside. Only small businesses may submit offers under this quotation. The small business size standard is \$5,000,000.00. The NAICS Code is 485113. Provide the Sailor Transportation System for authorized sailors and their dependents. Minimum requirements: Provide licensed, trained, qualified and certified drivers to operate twelve government furnished 25-passenger mini-buses; operate buses on a specified schedule; maintain bus interiors and exteriors at a quality equal to that of a commercial rental car fleet, to include engine and any other maintenance as specified in the manufacturer's service manual; provide radio-contact dispatch services any time that the buses are in service; perform under-warranty work to include any remedial or preventive maintenance as required to maintain warranty coverage; perform any required maintenance or repair not covered by warranty, including all major and minor repairs and maintenance to ensure that all buses are operational for use; provide facilities to accommodate buses for operation, maintenance and repair; Maintain, clean, repair and monitor all bus stops; Provide trash receptacles for all bus stops. The contract will consist of a base period of six months and including three option periods. The successful offeror will have a 30-calendar day mobilization period after date of award. RFQ issue date is o/a 24 December 2001. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.603, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and no further solicitation will be issued. This will be an electronic solicitation only in .PDF format. The solicitation may be downloaded by visiting the electronic solicitation website at the following Internet address (URL):

<http://www.fedbizopps.gov/>

Interested parties are encouraged to register at the website before downloading the solicitation. If the solicitation is not posted at this website o/a 24 December 2001, you may request e-mail notification of the date that it is actually posted. Send any such request by e-mail to the following address: champaca@pwcguam.navy.mil

Block 7. Contracting Office Address:
Officer in Charge of Construction, Marianas
PSC 455, Box 175
FPO AP 96540-2200

INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

1. SOLICITATION NUMBER

N62766-02-Q-9900

2. (x one)

a. SEALED BID

b. NEGOTIATED(RFP)

☒ c. NEGOTIATED(RFQ)

INSTRUCTIONS

"Fill-ins" are provided on the face and reverse of Standard Form 1449 or other solicitation documents and Section d of Table of Contents in this Solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of bids" or "Late Proposals, Modifications of proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, and return to the Issuing Office indicated "3"

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments.) The penalty for making false statements is prescribed in 18 U.S.C. 100

3. ISSUING OFFICE

Officer in Charge of Construction, Marianas
PSC 455, Box 175, FPO AP 96540-2200

4. ITEMS TO BE PURCHASED

PROCUREMENT TO PROVIDE A SAILOR TRANSPORTATION SYSTEM

5. PROCUREMENT INFORMATION (X and complete as applicable)

	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the table of Contents in this solicitation for details of the set-aside)
<input checked="" type="checkbox"/>	(1) SMALL Business
	(2) Labor Surplus Area Concerns
	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

1. Offerors are required to complete and submit the items as specified in Part III, Page 4 "Content of Quotations(Submittals).

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) Ms. Arlene F. Champaco	b. ADDRESS (Include Zip Code) Indicated in the block above entitled "ISSUING OFFICE"
c. TELEPHONE NUMBER (Include Area Code and Extension)(NO COLLECT CALLS) 671-339-5120	

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER (Specify)		
9. MAINLING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAINLING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) Typed or printed Name (Last, First, Middle Initial)		(2) Title	(3) Signature
 		 	(4) Date Signed (YYMMDD)

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE(YYMMDD)	LOCAL TIME

TO

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER				PAGE 1 OF									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICIATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (<i>No collect calls</i>)			8. OFFER DUE DATE/ LOCAL TIME				
9. ISSUED BY			CODE			10. THIS ACQUISITON IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS		
15. DELIVER TO			CODE			16. ADMINISTERED BY			CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR			CODE			FACILITY CODE			18a. PAYMENT WILL BE MADE BY		CODE		
TELEPHONE NO.			<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		(Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (<i>For Govt. Use Only</i>)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES										29. AWARD OF CONTRACT: REFERENCE _____ OFFER			
<input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										<input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)							
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <div style="border: 1px solid black; display: inline-block; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (<i>Print</i>)							
						42b. RECEIVED AT (<i>Location</i>)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.	OMB NO.: 9000-0136 Expires: 09/30/98
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The following documents are attached and are a part of this RFQ:

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PART II, CLAUSES AND PROVISIONS		Total
		11 Pages
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Statement of Work
For
MWR Sailor Transportation System

14 Dec 2001

Requirements: Provide qualified, licensed, trained and certified drivers for operation of the Navy Morale Welfare, and Recreation (MWR) Sailor Transportation System. MWR will provide as Government Furnished Property (GFP): twelve 25-passenger mini-buses. The contractor will operate a transportation system in such a manner that all scheduled routes, stops, and driving times between stops are maintained as described on the attached schedule within a ten minute window per stop (e.g. 0930 plus/minus 5 minutes).

DRIVER REQUIREMENTS:

- Licensed, trained, qualified and certified drivers shall be provided to operate the MWR Sailor Transportation System, using MWR provided twelve 25-passenger mini-buses. Alcohol, drug testing and physical examinations will be required of all drivers to comply with Department of Transportation (DOT) requirements.
- Assure buses are operated in a safe, reliable manner. Drivers will ensure all passengers are properly restrained by safety belts (provided) and, in the event of a wheelchair patron, all wheelchairs are properly secured with restraining straps and devices (provided). Should passengers fail to heed the warning on seatbelt usage, the bus driver shall not move the vehicle until satisfied members are properly belted or they are asked to leave the vehicle. Buses are NOT to be operated at anytime while personnel aboard are unrestrained – for insurance purposes.
- Maintain a driver's log to include the number of passengers picked up and dropped off at every stop, time of arrival per stop.
- Contractor shall provide dispatch services for any time that the buses are in service. This dispatch service must be in radio contact with the buses. The dispatch will consolidate drivers' logs daily and a monthly report will be provided to the MWR Director of all activity on the Sailor Transportation System. An example of this report will be provided upon request. This dispatch service will act as the central point of contact for the Sailor Transportation System and will receive questions, comments and complaints from patrons. Any unresolved questions, comments or complaints from patrons must be forwarded to the MWR Director within 24 hours for resolution.

- Ensure MWR provided entertainment/information medium (as provided for advertising or entertainment purposes) is played while passengers are aboard. This shall be controlled by the driver to ensure an appealing audio volume level yet not to be either distracting and/or against wishes of the passenger (e.g. not to play a “loop” ten times over for one passenger on a long trip.). Radio may be used whenever passengers are not aboard or after all passengers have availed themselves to the supplied medium at least once during the current “cycle”.
- Driver must enforce all rules provided in each vehicle and report any and all violations to the government MWR management.

OPERATION AND MAINTENANCE:

- Operate the transportation system in such a manner that all scheduled routes, stops, and driving times between stops are maintained as described on the attached schedule (with ten-minute window (plus/minus five minutes) for each stop.
- The contractor shall provide daily care, upkeep and maintenance of the buses so as to present/maintain a quality equal to that of commercial rental car fleet (i.e. Hertz, Avis, etc.) buses where similar vans are in use. Service to include (for “in-service vehicles only): daily exterior wash of all horizontal surfaces and hoods; exterior wax application monthly (not less than 25 or greater than 35 days apart); exterior window’s cleaned without streaks; interior cleaning daily to include sweep out by broom every six hours of service or after introduction of unsightly dirt/mud/debris/etc.; daily vacuum of all seating surfaces; daily damp mop of entire floor area before service starts in addition to anytime fouled by rain/mud/heavy use/etc. during operation at the next route “end point”; internal cleaning of all hand touch surfaces (includes railings, molding, ledges on windows, dashboards, steering wheel/column and any surfaces that can collect dust and/or finger prints.
- The contractor shall provide routine fueling; routine preventive maintenance (i.e. window wash, wiper blades, air cleaners, lubrication and oil changes) and all other routine maintenance requirements called out in the manufacturer’s service manual.
- The contractor shall coordinate and/or perform under-warranty work to include any maintenance as well as preventive maintenance as may be required to maintain warranty coverage. The provided bus fleet includes eight 2001 model buses and four 2002 model buses. The warranty coverage of the 2001 model buses has expired on some items based on cumulative mileage. A listing of all warranty items and means is available upon request. It is the contractor’s responsibility to ensure that any warranty requirements are scheduled and completed through the appropriate warranty service provider. The contractor shall coordinate and perform any out of warranty work to include all major and minor repairs and maintenance to ensure that all buses are operational for use in the Sailor Transportation System. Vehicle usage shall be rotated to maintain mileage as “evenly as possible” across the fleet, within year groupings (i.e. 2001 model buses should show an even

distribution of mileage). All shall be operated as non-smoking, no-eating and/ or drinking within, including drivers. All buses shall be maintained and operated from a location to be provided by the contractor.

- Insure that a wheelchair capable bus (2 provided) is dispatched at patron request for transportation service where necessary (at the request of the patron). These two buses are NOT in consideration of the “equal mileage” criteria aforementioned.

BUS STOP MAINTENANCE:

- The contractor shall provide trash receptacles and upkeep/maintenance thereof for proposed passenger waiting facilities or bus for the period of this contract. Responsibility includes maintenance/repair calls (routine), cleaning of permanent structures (to eliminate trash, debris, refuse, spills, dirt, cigarette butts, etc.) and policing of temporary structures on a basis to maintain a smart/clean appearance. Trash receptacles shall be maintained less than 2/3 full and/or shall be emptied no less than every other day to prevent infestation; drivers will be responsible for reporting and/or remediation of conditions violating aforementioned promptly when observed during their performance of duties. Trash containers shall be cleaned monthly to reduce smell, fly propagation, etc. and be provided with covers attached to the receptacle itself to prevent loss/theft/blowing away by elements. Permanent facilities that are lit shall be maintained as such.

REPORTING PROCEDURE:

- Recommend to the MWR Director, or appointed substitute when absent, for approval, all proposed changes regarding route, stop and/or location. This includes instances due to road/weather conditions and/or other natural or man-made causes.
- Provide to the MWR Director for approval any requests for route modification received from any source patronizing the service.
- Report any discrepancies immediately (for a driver, no later than “end of shift”) with the vehicle, audio/visual equipment, and wheel chair lifts for warranty/repair actions.
- Report all problems encountered during the operation of the daily driving schedule to the MWR government personnel as well as the contractor personnel.
- Report any/all accidents that result in either damage to any vehicle and/or person immediately to MWR government and contractor personnel. Failure to do so voids MWR’s coverage through Navy’s self-insurance program, and would make the contractor liable for repairs and/or any claims resulting from the incident.

GOVERNMENT FURNISHED PROPERTY (GFP):

- Twelve (12) 25-passenger mini-buses with radios.

EMERGENCY REPAIRS

- Emergency “on-the-road” (e.g. breakdown, flat tire, etc.) repair service shall be built into this proposal.

SERVICE CONTRACT ACT EMPLOYEES

- The Service Contract Act is applicable to this performance. Wage Determination (WD) 94-2147, Rev 17, dated 31 May 01 has the most current minimum wage rates and fringe benefits that contractors must (by law) pay their employees. This WD is attached for your convenience.

PART II, CLAUSES AND PROVISIONS

52.202-1 Definitions. (May 2001)

52.203-5 Covenant Against Contingent Fees. (Apr 1984)

52.203-7 Anti-Kickback Procedures. (July 1995)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (Jan 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (Jan 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (Jun 1997)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (July 1995)

52.212-4 Contract Terms and Conditions--Commercial Items (May 2001)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (May 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I to 52.219-5.

- ___ (iii) Alternate II to 52.219-5.
- X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) ___ Alternate I of 52.219-23.
- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
- ___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- X (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
(End of clause)

Alternate I (Feb 2000).

As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

52.217-5 Evaluation of Options. (July 1990)

52.217-8 Option to Extend Services. (Nov 1999)

52.219-6 Notice of Total Small Business Set-Aside. (July 1996)

52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)

52.222-3 Convict Labor. (Aug 1996)

52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Feb 2001)

52.223-5 Pollution Prevention and Right-to-Know Information. (Apr 1998)

52.223-6 Drug-Free Workplace. (May 2001)

52.223-12 Refrigeration Equipment and Air Conditioners. (May 1995)

52.223-14 Toxic Chemical Release Reporting. (Oct 2000)

52.225-13 Restrictions on Certain Foreign Purchases. (July 2000)

52.228-5 Insurance-Work on a Government Installation. (Jan 1997)

a. Within fifteen (15) days after award of this contract, the Contractor shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the

Clause I.49, FAR 52.228-05 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 97). This insurance must be maintained during the entire performance period. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

Coverage

Comprehensive General Liability:	\$500,000
Automobile Liability:	\$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.
Workmen’s Compensation:	As required by the Federal Workers’ Compensation.
Employer’s Liability Coverage:	\$100,000, except in areas where workers’ compensation may not be written by private carriers.

b. Above insurance coverage’s are to extend to Contractor personnel operating Government owned equipment and vehicles.

c. The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned “Insurance” clause.

52.228-10 Vehicular and General Public Liability Insurance. (Apr 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for-

- (1) Bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence; and
- (2) Property damage of not less than \$200,000 for each accident and \$500,000 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(End of clause)

52.229-3 Federal, State, and Local Taxes. (Jan 1991)

52.229-5 Taxes-Contracts Performed in U.S. Possessions or Puerto Rico. (Apr 1984)

52.232-1 Payments. (Apr 1984)

52.232-8 Discounts for Prompt Payment. (May 1997)

52-233-1 Disputes. (Dec 1998)

Alternate I. (Dec 1991)

52.233-3 Protest after Award. (Aug 1996)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (Apr 1984)

52.242-13 Bankruptcy. (July 1995)

52.242-15 Stop-Work Order. (Aug 1989)

52.242-17 Government Delay of Work. (Apr 1984)

52.243-1 Changes-Fixed Price. (Aug 1987)

Alternate I. (Apr 1984).

52.244-6 Subcontracts for Commercial Items. (May 2001)

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-2 Government Property (Fixed-Price Contracts) (Dec 1989)

52.246-4 Inspection of Services-Fixed-Price. (Aug 1996)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (June 2000)

52.249-8 Default (Fixed-Price Supply and Service). (Apr 1984)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (Nov 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
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252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
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252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
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_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
__X__	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
_____	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
__X__	252.225-7012	Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).
_____	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
_____	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
__X__	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
__X__	252.247-7023	Transportation of Supplies by Sea (MAR 2000) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) (10 U.S.C. 2631).
__X__	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5252.212-9300 Commercial Warranty (Nov 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

5252.217-9301 Option to Extend the Term of the contract – Services (June 1994)

PART III, INSTRUCTIONS TO OFFERORS

52.204-6 Data Universal Numbering System (DUNS) Number. (June 1999)

52.212-1 Instructions to Offerors --Commercial Items (Oct 2000).

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to

locate a local service center, it may send an e-mail to Dun and Bradstreet at
globalinfo@mail.dnb.com.
(End of provision)

ADDENDA TO FAR 52.212-1, ADDITIONAL INSTRUCTION TO OFFERORS

EVALUATION FOR AWARD:

The Government will award a contract resulting from this solicitation to the responsible quoter whose quotation will be most advantageous to the Government, based on price, past performance, management approach, safety and compliance with the specification. The following submittals are required for the best value evaluation.

CONTENT OF QUOTATIONS (SUBMITTALS):

- Standard Form 1449 including “Schedule of Supplies/Services.”
- Reps and Certs, Part IV, page 30.
- **TECHNICAL FACTORS:**
 - 2.1 **Past Performance.** The quoter shall submit in sufficient detail their record of past performance for previous services provided to customers in the bus transportation industry for operation and maintenance of similar type transports as stated herein within the past five years. Customer satisfaction, quality of work, ability to meet customer’s needs, cost control, timeliness of performance as well as business integrity will be considered. The quoter’s claim and termination for default history will also be evaluated. Submit any documentation that demonstrates this record of past performance.
 - 2.2 **Safety.** The quoter shall submit in sufficient detail their safety record for previous services provided to customers in the bus transportation industry for operation and maintenance of similar type services for the past five years. The safety record shall include but not limited to company driving records, employee driving records, number of driving accidents, types of driving accidents, severity of driving accidents as supported by proper authorities, company and employee driving violations and any safety awards, certificates and letters of commendation specific to safety in the bus transportation industry.
 - 2.3 **Management approach.** The quoter shall submit in sufficient detail their business organization that identifies by name, years of experience and qualifications of key personnel, bus drivers, mechanics, and other staff that will perform on this contract. The business organization needs to clearly demonstrate management’s approach in timeliness, performance scheduling, maintenance scheduling, absenteeism, and other methods that ensure the service requirements are met within the standards stated in the scope of work.

There is no limit to the quantity of documentation that may be submitted under the technical factors stated herein.

DISCUSSIONS:

Discussions may be held with one or more quoters as deemed necessary by the contracting officer for the purpose of evaluating, clarifying, or negotiating the terms or conditions of quotations in accordance with the guidance at FAR 13.106-2.

CONTRACT AWARD:

The Government intends to enter into a bilateral contract resulting from this Request for Quotation and will require the successful quoter to execute complete contract documents prior to beginning performance.

PERIOD FOR ACCEPTANCE

Because this solicitation is a request for quotations, subparagraph (c) of FAR 52.212-1 does not apply.

LATE QUOTATIONS:

Notwithstanding subparagraph (f) of FAR 52.212-1, late quotations, modifications and revisions may be considered if the contracting officer determines such consideration is in the best interest of the Government.

52.215-1 Instructions to Offerors -Competitive Acquisition. (May 2001)

Alternate II (Oct 1997)

52.216-1 Type of Contract. (Apr 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest. (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Ralph K. Naito at OICC Marianas, PSC 455, Box 175, FPO AP 96540-2200.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 Site Visit. (Apr 1984)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

Portions of this solicitation are altered as follows:

(End of provision)

PART IV, OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991)

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (Apr 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [**This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.**]

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [**This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.**]

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [**This paragraph (a)(1)(ii) is stayed indefinitely.**] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has o has not o within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-3 Offeror Representations and Certifications --Commercial Items (May 2001)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

	Average Annual Gross
	Number of Employees Revenues
	___ 50 or fewer ___ \$1 million or less
___ 51--100 ___ \$1,000,001--\$2 million	
___ 101--250 ___ \$2,000,001--\$3.5 million	
___ 251--500 ___ \$3,500,001--\$5 million	
___ 501--750 ___ \$5,000,001--\$10 million	
___ 751--1,000 ___ \$10,000,001--\$17 million	
___ Over 1,000 ___ Over \$17 million	

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small

Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It * has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) *Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance.* The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) * Have, * have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), * has * has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. **[This language stayed indefinitely. Please use paragraph (i) below.]**

(i) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

N/A

(2) *Certification.*

[] (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Oct 2000)

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

52.219-1 Small Business Program Representations. (May 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 485113.

(2) The small business size standard is \$5,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate II (Oct 2000)

As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of

Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.222-22 Previous Contracts and Compliance Reports. (Feb 1999)

The offeror represents that-

- (a) It o has, o has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It o has, o has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance. (Apr 1984)

The offeror represents that-

- (a) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 601 and 602); or
- (b) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 Certification of Toxic Chemical Release Reporting. (Oct 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that-
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)

(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

252.212-7000 Offeror Representations and Certifications --Commercial Items. (Nov 1995)

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition

Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)